

**Amendment
City of Corpus Christi
Purchasing Department**

Service Agreement for Management of American Bank Center Amendment No.1

Date: August 6, 2018

Service Agreement Current Value: \$16,557,717.15

The **CITY OF CORPUS CHRISTI, TEXAS**, hereinafter referred to as the City, and SMG, hereinafter referred to as the Contractor, do hereby make and enter into this Amendment which, together with the Service Agreement for Management of American Bank Center and all other duly executed Amendments, constitutes the entire agreement under the above-referenced Service Agreement between the City and the Contractor.

Section 7 of the service agreement is hereby amended as follows:

"7. Base Compensation and Payment. A total estimated value of \$16,807,717.15 has been established as the total contract value over the base term of the contract excluding capital contributions to be determined. This value is broken out by type of compensation and outlined in **Attachment B**. As base compensation to Contractor for providing the services hereunder, City shall pay Contractor during the Management Term an annual fixed fee in accordance with Fee Schedule attached hereto as Attachment B. Such fee shall be payable in equal monthly installments due on or before the last day of each month during such Fiscal Year."

Attachment B for the service agreement is hereby replaced with the attached **Amendment No. 1 Attachment B**.

Section 14 of the service agreement is hereby amended as follows:

"14. Financial Statements.

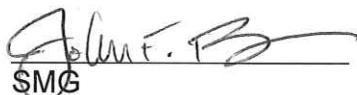
(A) At the City's request, Contractor shall provide the City with the opportunity to review certain financial statements of Contractor. In connection with such financial statement review, Contractor shall represent and warrant to the City that (i) such Financial Statements were prepared in accordance with generally accepted accounting principles consistently applied and are true and correct in all material respects and present fairly the Contractor's financial position as of the date thereof; and that (ii) to the best of Contractor's knowledge there has been no material adverse change in Contractor's financial position from that reflected in the Financial Statements.

(B) As soon as practicable at the close of each Fiscal Year, but not later than 90 calendar days after the end of the Fiscal Year, the Contractor shall furnish to the City a balance sheet and a Schedule of Revenues, Expenditures and Changes in Fund Balance, prepared in accordance with generally accepted accounting principles and accompanied by an auditor's report containing an

opinion of the independent certified public accountant preparing the report, which shall be a firm selected by the City, paid directly by the Contractor.

(C) City shall have the right during each calendar year or fiscal year to authorize an audit of Contractor's records pertaining to its revenues and expenditures of funds allocated under this agreement. Such audits shall be undertaken by City's staff or a firm of Certified Public Accountants satisfactory to City. The cost of such audit shall be paid by City."

The Contractor and the City agree to and shall abide by all terms and conditions of the original Service Agreement and any Amendments to that Agreement, to the extent they are not in conflict with the terms of this Amendment.


SMG

8/9/18
Date

Kim Baker
Assistant Director of
Financial Services
City of Corpus Christi

Date

APPROVED AS TO LEGAL FORM

Assistant City Attorney Date

Amendment No. 1
Attachment B – Schedule of Pricing
Fee Schedule



CITY OF CORPUS CHRISTI
Pricing Form
PURCHASING DIVISION

RFP No. 1222
American Bank Center Complex
Management Services

PAGE 1 OF 2

DATE: 8/7/2017
SMG
PROPOSER


AUTHORIZED SIGNATURE

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	TOTAL PRICE
1.0	Annual Fee to Manage the American Bank Center Complex Year 1 (February 1, 2018 – September 30, 2018)	\$63,333.33
2.0	Annual Fee to Manage the American Bank Center Complex Year 2 (October 1, 2018 – September 30, 2019)	\$95,000.00
3.0	Annual Fee to Manage the American Bank Center Complex Year 3 (October 1, 2019 – September 30, 2020)	\$96,900.00

ITEM	DESCRIPTION	TOTAL PRICE
4.0	Annual Fee to Manage the American Bank Center Complex Year 4 (October 1, 2020 – September 30, 2021)	\$98,838.00
5.0	Annual Fee to Manage the American Bank Center Complex Year 5 (October 1, 2021 – September 30, 2022)	\$100,814.76
6.0	Annual Fee to Manage the American Bank Center Complex Year 6 (October 1, 2022 – September 30, 2023)	\$102,831.06
TOTAL BASE YEARS		\$557,717.15

ITEM	DESCRIPTION	TOTAL PRICE
7.0	Annual Fee to Manage the American Bank Center Complex Optional Year 1 (October 1, 2023 – September 30, 2024)	\$104,887.88
8.0	Annual Fee to Manage the American Bank Center Complex Optional Year 2 (October 1, 2024 – September 30, 2025)	\$106,985.43
9.0	Annual Fee to Manage the American Bank Center Complex Optional Year 3 (October 1, 2025 – September 30, 2026)	\$109,125.14
TOTAL OPTIONAL YEARS		\$320,998.24
GRAND TOTAL ALL YEARS		\$878,715.39

5465

Amendment No. 1

Attachment B — Schedule of Pricing

Contract Value Base Years

Type	Amount	Comment
BASE FEE	\$557,717.15	5 Yrs 8 Mos
QUALITATIVE FEE	\$300,000.00	NOT TO EXCEED 50K/YR (Must be earned per terms of the Service Agreement)
QUANTITATIVE FEE	\$600,000.00	NOT TO EXCEED 100K/YR (Must be earned per terms of the Service Agreement)
SUBTOTAL	\$1,457,717.15	NTE VALUE FOR FEES
MARKETING FUNDS	\$3,850,000.00	FY18 AT 600/YR FY19-23 ANTICIPATED AT 650/YR. SET IN ANNUAL BUDGET.
CONVENTION CENTER MAINTENANCE	\$1,500,000.00	ANTICIPATED AT 250/YR. SET IN ANNUAL BUDGET.
ARENA MAINTENANCE	\$1,200,000.00	ANTICIPATED AT 200/YR. SET IN ANNUAL BUDGET.
OVERRUN STIPEND	\$9,000,000.00	NOT TO EXCEED 1.5M/YR FOR APPROX 7M ANNUAL BUDGET.
SUBTOTAL	\$15,550,000.00	
CAPITAL CONTRIBUTIONS TYPE A/HOT	TBD	FUNDING AVAILABLE AS APPROVED FOR CAPITAL IMPROVEMENTS TO BLDGS
SUBTOTAL	\$17,007,717.15	
CONTRACTOR CONTRIBUTIONS	(\$200,000)	ONE TIME FUNDS AVAILABLE BY SMG TO OFFSET COSTS AT CITY'S DISCRETION
TOTAL ESTIMATED VALUE	\$16,807,717.15	

Amendment No. 1

Attachment B — Schedule of Pricing

Contract Value Optional Years

Type	Amount	Comment
BASE FEE	\$320,998.24	3 Yrs
QUALITATIVE FEE	\$ 150,000.00	NOT TO EXCEED 50K/YR (Must be earned per terms of the Service Agreement)
QUANTITATIVE FEE	\$300,000.00	NOT TO EXCEED 100K/YR (Must be earned per terms of the Service Agreement)
SUBTOTAL	\$770,998.24	NTE VALUE FOR FEES
MARKETING FUNDS	\$1,950,000.00	ANTICIPATED AT 650K/YR. SET IN ANNUAL BUDGET.
CONVENTION CENTER MAINTENANCE	\$750,000.00	ANTICIPATED AT 250/YR. SET IN ANNUAL BUDGET.
ARENA MAINTENANCE	\$600,000.00	ANTICIPATED AT 200/YR. SET IN ANNUAL BUDGET.
OVERRUN STIPEND	\$4,500,000.00	NOT TO EXCEED 1.5M/YR FOR APPROX 7M ANNUAL BUDGET.
SUBTOTAL	\$7,800,000.00	
CAPITAL CONTRIBUTIONS TYPE A/HOT	TBD	FUNDING AVAILABLE AS APPROVED FOR CAPITAL IMPROVEMENTS TO BLDGS
SUBTOTAL	\$8,570,998.24	
CONTRACTOR CONTRIBUTIONS	\$0	
TOTAL ESTIMATED VALUE BASE + OPTIONS	\$25,378,715.39	